WHEN RECORDED MAIL TO:

E 2753696 B 5809 P 899-910 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 7/12/2013 12:43:00 PM FEE \$32.00 Pgs: 12 DEP eCASH REC'D FOR SUTHERLAND TITLE COMF

Aclaime Mortgage Fund, L.P. PO Box 708755 Sandy, Utah 84070

5 tc 24669

<u>DEED OF TRUST, ASSIGNMENT OF RENTS,</u> SECURITY AGREEMENT, AND FIXTURE FILING

THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE TRUST ESTATE IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE RECORD OWNER OF THE PROPERTY.

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (First Lien Position) is made July 11, 2013 (the "Effective Date"), between Celestine Petersen, a Utah resident who is an individual as Trustor, whose address is 7890 S 2450 East, South Weber, UT 84405; in favor of Sutherland Title Insurance Agency as Trustee, whose address is 920 E Wood Oak Lane, Ste 100, Salt Lake City, UT 84117; for the benefit of Aclaime Mortgage Fund, L.P., a Utah Limited Partnerhsip, as Beneficiary, whose address is PO Box 708755, Sandy, Utah 84070, Attn: "Lender" or "Beneficiary".

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Weber County, State of UT ("Property"):

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF,

together with all buildings, fixtures and improvements thereon and all water rights, water company stock, water shares, rights of way, easements, leases, rents, revenues, issues, profits, income, permits, licenses, accounts, general intangibles, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof, subject, however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such rents, issues, and profits. The entire estate, Property and interest hereby conveyed to Trustee may hereinafter be referred to collectively as the "<u>Trust Estate</u>", SUBJECT,

Loan # 1631 7890 South 2450 East South Weber, UT 84405



HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING (1) the payment of the indebtedness evidenced by a Secured Promissory Note executed on or about the Effective Date in the original amount of One Hundred Fifteen Thousand Dollars and No Cents (\$115,000.00), executed by the Trustor and others, payable to the order of Beneficiary ("Note") at the times, in the manner and with interest as therein set forth, lender's fees, late fees, default fees, default interest and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or its successors or assigns, when evidenced by a promissory note or notes; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

- 1. To keep said Trust Estate in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said Trust Estate; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Trust Estate in violation of law; to do all other acts which from the character or use of said Trust Estate may be reasonably necessary, the specific enumerations herein; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said Trust Estate Trustor further agrees:
- (a) To allow Beneficiary to inspect the Property at all times upon 24 hour notice.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said Property. Such insurance shall be carried in companies approved by Beneficiary with Beneficiary named as an additional insured and with loss payable clauses in favor of and in form acceptable to Beneficiary. If Trustor shall fail to provide satisfactory hazard insurance on or before the date hereon, this will constitute an act of default under the terms of this Deed of Trust. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf and at Trustor's expense, insurance in favor of

Loan # 1631 7890 South 2450 East South Weber, UT 84405 Trustor Initials

the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an act of default under the terms of this Deed of Trust. In the event that the above said hazard insurance policy shall lapse at any time, this will constitute an act of default under this Deed of Trust.

- 3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
- 5. To pay at least 10 days before delinquency all taxes, impositions and assessments affecting the Trust Estate, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said Trust Estate; to pay, when due, all encumbrances, charges, and liens with interest, on said Trust Estate or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of the Trust Estate. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.
- 6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.
- 7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of Thirteen percent (13.00%) per annum until paid, and the repayment thereof shall be secured hereby.
- 8. To indemnify, defend and hold Beneficiary and Trustee harmless from any claims, judgments, damages, penalties, fines, expenses or liabilities, arising or in any way relating to the presence, release, or disposal of any toxic or hazardous substances from the Trust Estate. As used in this Section 9: (a) "Hazardous Substances" are those substances defined as

Loan # 1631 7890 South 2450 East South Weber, UT 84405 Trusto Initials

toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Trustor shall promptly give Beneficiary written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Trustor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Beneficiary for an Environmental Cleanup.

IT IS MUTUALLY AGREED THAT:

9. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

Loan # 1631 7890 South 2450 East South Weber, UT 84405 Trustof lightals

- 10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.
- As additional security, Trustor hereby assigns to Beneficiary, during the 11. continuance of these trusts, all rents, lease payments, security deposits, late fees, issues, royalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.
- 12. Upon any default by Trustor hereunder, Beneficiary may at any time with notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.
- 13. As additional security and as set forth herein, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties and profits of the Trust Estate and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Trust Estate, to collect all rents, royalties, issues and profits. Failure or discontinuance of



Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

As additional security, Trustor hereby assigns to Beneficiary, and grants to 14. Beneficiary a security interest in, during the continuance of this Deed of Trust, each and all of the following, whether now owned by Trustor or hereafter acquired (collectively, the "Secured Personal Property"): (a) all leases, rents, revenues, income, issues, royalties and profits of and from the Property, (b) all rights, interests and titles of Trustor under any leases or other agreements described above, including without limitation contract rights and security deposits, (c) all plans, designs, specifications, entitlements, plat maps, architectural, engineering and environmental studies, surveys, drawings, sketches, renderings, permits, licenses, utility deposits, trademarks, service marks, trade names, and other rights, documents or similar items and general intangibles relating to the Property, (d) all rights and interests under development agreements, development and zoning applications, contracts for development, construction, engineering or architectural work, reservation agreements (including reservation deposits), sales agreements (including earnest money deposits), bonds and sewer connection agreements, (e) any development reserve and/or the development reserve account, if any, established pursuant to this transaction, and (f) all proceeds, products and replacements and substitutes of any of the foregoing and any property of any character whatsoever into which any of the foregoing may be converted. Until the occurrence of an Event of Default, Trustor shall have a revocable license to collect all such rents, revenues, issues, income, royalties and profits earned prior to the occurrence of such Event of Default as they become due and payable. If an Event of Default shall occur as aforesaid, Trustor's license and right to collect any of such monies shall automatically cease and Beneficiary shall have the right, with or without taking possession of the Property, to collect all rents, revenues, royalties, income, issues and profits and exercise alt rights of Lessor (or of Trustor in whatever other capacity) under leases of the Property or under any other contract, agreement, bond, application, permit or other arrangement relating to the Property or under any other Secured Personal Property, and Trustor agrees that presentation by Beneficiary of a copy of this Deed of Trust to the other party under any such contract or other item of Secured Personal Property shall confirm such rights of Beneficiary to exercise such rights of Trustor hereunder. Trustor shall, promptly upon the request of Beneficiary, provide Beneficiary with complete and accurate copies of all documents evidencing or constituting Secured Personal Property. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option. Should Beneficiary so request, Trustor shall promptly execute, acknowledge and deliver to Beneficiary separate written instruments in recordable form and otherwise satisfactory to

Loan # 1631
7890 South 2450 East
South Weber, UT 84405
Page 6 of 11

Beneficiary confirming such assignment of leases and rents and/or such general assignment of contracts and other rights.

- This Deed of Trust constitutes and shall be effective as a security agreement and 15. "fixture filing" with respect to the Secured Personal Property and any other Property as to which a security interest can be created or perfected under Revised Article 9 of the Uniform Commercial Code, as adopted in Utah (or, to the extent that the Uniform Commercial Code of another state is applicable, under Article 9 of such state's Uniform Commercial Code) (as the case may be, the "UCC"). This Deed of Trust constitutes a financing statement and "fixture filing" pursuant to the UCC, with Trustor as "debtor" and Beneficiary as "secured party". Trustor hereby authorizes Beneficiary to file separate UCC-1 financing statements (and continuation statements) with respect to the lien on the Secured Personal Property as granted hereunder (and Trustor hereby confirms that Beneficiary is a person entitled to file a record, and that Trustor has authorized all such filings, within the meaning of Section 9a-509 of the UCC). The security interest granted to Beneficiary by Trustor hereunder in the Secured Personal Property shall be the only security interest encumbering such Secured Personal Property. Without limiting the generality of the foregoing, in light of Trustor's special purpose entity character, Trustor hereby authorizes Beneficiary to describe the collateral under any such UCC-1 financing statement as "All Assets" of Trustor. The principal places of business and mailing addresses of Trustor, as debtor, and Beneficiary, as secured party, respectively, are as set forth in the introductory paragraph of this Deed of Trust. Trustor's location, for purposes of Section 9a-307 of the UCC, is Trustor's state of organization as set forth in the introductory paragraph hereof. Information relative to the security interest created hereby may be obtained by application to Beneficiary. Trustor is a "registered organization" (within the meaning of the UCC) in the state where Trustor is organized, and Trustor's organizational identification number issued by such state is set forth under its signature hereto. This Deed of Trust is to be recorded in the real estate records in the County Recorder's office of the county in which the Land is located. Trustor is the record owner of the Property. A carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.
- 16. The entering upon and taking possession of said property, the collection of such rents, lease payments, security deposits, late fees, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice or default hereunder or invalidate any act done pursuant to such notice.
- 17. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.
- 18. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or upon a default



or alleged default by Trustor in the payment or performance of any other obligation secured by, or in any way relating to, said property, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default or alleged default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

- After the lapse of such time as may then be required by law following the recordation of 19. said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the cost and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the applicable rate as set forth in the Note from the date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.
- 20. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.
- 21. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or upon a default or alleged default by Trustor in the payment or performance of any other obligation secured by, or in any way relating to, said property, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall



be fixed by the court.

- 22. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
- 23. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 24. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
- 25. This Deed of Trust and the related Note constitute the entire understanding of the parties and shall be construed according to the laws of the State of UT.
- 26. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.
- 27. Should the Trustor agree to or actually sell, convey, transfer, or dispose of, or further encumber the real property described in this Deed of Trust securing the trust deed note as referenced above, or any part of it, or any interest in it, without first obtaining the written consent of the holder of the trust deed note, then all obligations secured by the trust deed note and this Deed of Trust may be declared due and payable, at the option of the holder. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

[SIGNITURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Ί	R	U	S	Γ	O.	R

Celestine Petersen,

A Utah resident who is an individual

Print Name: Celestine Petersen

Title: Individual

ACKNOWLEDGEMENT

STATE OF Utal

COUNTY OF Sutlaine

day of

Notary Public

Residing at:_

My Commission Expires:

11-175



Notary Public CONNIE DAILEY Commission #650977 My Commission Expires November 1, 2015 State of Utah

Loan # 1631 7890 South 2450 East South Weber, UT 84405 Trustor Initials

Exhibit A

Sutherland Title to attach and record Exhibit A (Legal Description)

Loan # 1631 7890 South 2450 East South Weber, UT 84405

Trustor Initials

EXHIBIT A

Order Number: 24669

LEGAL DESCRIPTION

Lot 21, CEDAR GLEN SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Weber County, State of Utah.

Tax Parcel No.: 13-204-0021